

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

FIROZEH JAHANGUIRI,

Plaintiff,

v.

STANDARD INSURANCE COMPANY,

Defendant.

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§  
§

C.A. No. 3:16-cv-2754

**EXHIBIT B - INDEX OF STATE COURT DOCUMENTS**

1. Copy of the Civil Docket Sheet;
2. Plaintiff's Original Petition, Request for Disclosure and Jury Demand, filed August 11, 2016;
3. Issuance of Citation to Standard Insurance Company, August 11, 2016;
4. Correspondence to Court filing Petition; August 24, 2016;
5. Citation to Standard Insurance Company, filed August 25, 2016;
6. Affidavit of Service of Citation on Standard Insurance Company, filed September 6, 2016; and
7. Defendant's Original Answer, filed September 22, 2016.

Respectfully submitted,

By: /s/ Ryan K. McComber

Ryan K. McComber  
State Bar No. 24041428  
[ryan.mccomber@figdav.com](mailto:ryan.mccomber@figdav.com)  
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**FIGARI + DAVENPORT, LLP**

901 Main Street, Suite 3400  
Dallas, Texas 75202  
Tel: (214) 939-2000  
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ATTORNEYS FOR DEFENDANT  
STANDARD INSURANCE COMPANY

**CERTIFICATE OF SERVICE**

I certify that the following parties have been served via certified mail, return receipt requested, on this the 28th day of September, 2016:

Marc S. Whitehead  
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Via CM/RRR

/s/ Ryan K. McComber

Ryan K. McComber

**DC-16-09758 - FIROZEH JAHANGUIRI vs. STANDARD INSURANCE COMPANY**

Case Number: DC-16-09758  
File Date: 08/11/2016  
Case Status: OPEN

Court: 160th District Court  
Case Type: OTHER (CIVIL)

PLAINTIFF : JAHANGUIRI, FIROZEH

**Active Attorneys**

**Lead Attorney:**

**WHITEHEAD, MARC STANLEY**

Retained

Work Phone: 713-228-8888

Fax Phone: 713-225-0940

DEFENDANT : STANDARD INSURANCE COMPANY

Address:

BY SERVING REGISTERED AGENT: CT COROPRATION  
SYSTEM  
1999 BRYAN STREET  
SUITE 900  
DALLAS TX 75201-3136

**Active Attorneys**

**Lead Attorney:**

**MCCOMBER, RYAN**

Retained

Work Phone: 214-939-2000

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**Attorney: KHOSRAVIGHASEMABADI,  
ROSHANAK**

Retained

Work Phone: 214-939-2000

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**08/11/2016 NEW CASE FILED (OCA) - CIVIL**  
**08/11/2016 ORIGINAL PETITION**

Complaint.pdf

**08/11/2016 ISSUE CITATION**

ISSUE CITATION

**08/24/2016 CORRESPONDENCE - LETTER TO FILE**

letter to clerk-copy fee-8-24-16.pdf

Comment: Request

**08/25/2016 CITATION**

Anticipated Server: MAIL

Actual Server: PRIVATE PROCESS SERVER

Comment: MAIL ATTY-AB

**09/06/2016 RETURN OF SERVICE**

AX02A16900175.PDF

Comment: STANDARD INSURANCE COMPANY

**09/22/2016 ORIGINAL ANSWER - GENERAL DENIAL**

Defendant's Original Answer.pdf

Anticipated Method:

Returned: 09/06/2016



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Complaint.pdf

letter to clerk-copy fee-8-24-16.pdf

ISSUE CITATION

AX02A16900175.PDF

Defendant's Original Answer.pdf

David Hernandez

No. DC-16-09758

FIROZEH JAHANGUIRI	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	_____ JUDICIAL DISTRICT
	§	
STANDARD INSURANCE COMPANY	§	
Defendant.	§	DALLAS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**  
**REQUEST FOR DISCLOSURE and JURY DEMAND**

TO THE HONORABLE JUDGE OF SAID COURT:

1. NOW COMES FIROZEH JAHANGUIRI, hereinafter referred to as "Plaintiff", and brings this action against STANDARD INSURANCE COMPANY hereinafter referred to as "Defendant."

2. Plaintiff brings this action to secure all disability benefits, whether they be described as short term and/or long term, or life waiver premium benefits to which Plaintiff is entitled under the disability insurance policy underwritten and administered by Defendant.

3. Defendant has underwritten and administered the policy and has issued a denial of the benefits claimed under the policy by the Plaintiff. The policy at issue can be identified as Policy Number 640747-I for long term disability and waiver of premium.

**I. PARTIES**

4. Plaintiff is a citizen and resident of Dallas County, Texas.

5. Defendant is a properly organized business entity doing business in the State of Texas. Defendant may be served with process by serving its registered agent, C T Corporation System, addressed at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

## **II. JURISDICTION AND VENUE**

6. This is an action for damages for failure to pay benefits under an insurance policy and other related claims over which this court has jurisdiction. Specifically, the Plaintiff is a resident of the state of Texas and Defendant, a foreign corporation is authorized to do business in the State of Texas.

7. The disability policy at issue in the case was issued in the State of Texas.

## **III. THE CLAIM ON THE POLICY**

8. Plaintiff has been a covered beneficiary under a group disability benefits policy issued by Defendant at all times relevant to this action. Said policy became effective December 1, 2003.

9. Plaintiff is a 56 year old woman previously employed as a "Computer Systems Hardware Analyst".

10. Computer Systems Hardware Analyst is classified under the Dictionary of Occupational Titles as Medium with an SVP of 7 and considered to be skilled work.

11. Due to Plaintiff's disabling conditions, Plaintiff ceased actively working on April 19, 2013, as on this date Plaintiff suffered from chronic back pain and radicular symptoms.

12. Plaintiff alleges that she became disabled on April 20, 2013.

13. Plaintiff filed for short term disability benefits with Defendant.

14. Short term disability benefits were *granted*.

15. Plaintiff filed for long term disability and waiver of premium benefits through the plan administered by the Defendant.

16. Defendant initially granted Plaintiff's request for long term disability benefits under the Plan.

17. Subsequently, Defendant denied further long term disability benefits under the Plan pursuant to a letter to Plaintiff dated October 16, 2015. Said letter allowed Plaintiff 180 days to appeal this decision.

18. At the time Defendant denied Plaintiff further long term disability benefits, the disability standard in effect pursuant to the Plan was that Plaintiff must be considered unable to perform "Any Occupation".

19. If granted the plan would pay monthly benefits of \$3,674.11.

20. Plaintiff pursued her administrative remedies set forth in the Plan by requesting administrative review of the denial of benefits.

21. Plaintiff timely perfected her administrative appeal pursuant to the Plan by sending letter requesting same to the Defendant.

22. Plaintiff submitted additional information including medical records to show that she is totally disabled from the performance of both her own and any other occupation as defined by the Plan.

23. On February 5, 2016, Defendant notified Plaintiff that Defendant affirmed its original decision to deny Plaintiff's claim for long term disability and waiver of premium benefits.

24. Defendant also notified Plaintiff on February 5, 2016 that Plaintiff had

exhausted her administrative remedies.

25. Defendant, in its final denial, discounted the opinions of Plaintiff's treating physicians, among others, and the documented limitations from which Plaintiff suffers including the effects of Plaintiff's impairments on her ability to engage in work activities.

26. Plaintiff has now exhausted her administrative remedies.

#### **IV. MEDICAL FACTS**

27. Plaintiff suffers from multiple medical conditions resulting in both exertional and nonexertional impairments.

28. Plaintiff suffers from low back pain, herniated disc, chronic pain, and shoulder impingement.

29. Treating physicians document Plaintiffs disabilities and the continued pain that requires ongoing pain management.

30. Plaintiff's multiple disorders have resulted in restrictions in activity, have severely limited Plaintiff's range of motion, and have significantly curtailed her ability to engage in any form of exertional activity.

31. Further, Plaintiff's physical impairments have resulted in chronic pain and discomfort.

32. Plaintiff's treating physicians document these symptoms. Plaintiff does not assert that she suffers from said symptoms based solely on her own subjective allegations.

33. Physicians have prescribed Plaintiff with multiple medications, including narcotic pain relievers, in an effort to address her multiple symptoms.

34. However, Plaintiff continues to suffer from breakthrough pain, discomfort,



and limitations in functioning, as documented throughout the administrative record.

35. Plaintiff's documented pain is so severe that it impairs her ability to maintain the pace, persistence and concentration required to maintain competitive employment on a full time basis, meaning an 8 hour day, day after day, week after week, month after month.

36. Plaintiff's medications cause additional side effects in the form of sedation and cognitive difficulties.

37. The aforementioned impairments and their symptoms preclude Plaintiff's performance of any work activities on a consistent basis.

38. As such, Plaintiff has been and remains disabled per the terms of the Policy and has sought disability benefits pursuant to said Policy.

39. However, after exhausting her administrative remedies, Defendant persists in denying Plaintiff her rightfully owed disability benefits.

#### **V. Defendant's Unfair Claims Handling Practices**

40. On or about June 5, 2015, Defendant's internal vocational consultant, Susan Potter, vocational consultant, performed a transferable skills assessment of Plaintiff's claim file. Ms. Potter did not have an accurate job description nor did she have a copy of Plaintiff's resume to use in her skills assessment. Without the resume, Ms. Potter couldn't possibly know if Plaintiff possesses skills that could transfer into a different occupation.

41. On or about November 25, 2013, Defendant's internal vocational consultant, Linda Knickrehm, MS, CRC, CDMS, LPC, vocational case manager, performed a paper review of Plaintiff's claim file.

42. On or about June 5, 2015, Defendant's internal vocational consultant, Susan Potter, BA, MS, vocational consultant, performed a paper review of Plaintiff's claim file.

43. On or about November 11, 2013, Defendant's paid consultant, Kenneth J. Kopacz, M.D., orthopedic surgery, performed a peer review of Plaintiff's claim file.

44. On or about January 29, 2015, Defendant's paid consultant, Kenneth J. Kopacz, M.D., orthopedic surgery, performed another peer review of Plaintiff's claim file.

45. Dr. Kopacz' report is misleading, biased and result driven in that the doctor failed to review all relevant medical records, the report ignores or is contrary to controlling medical authority such as American Osteopathic Board of Orthopedic Surgery. The report fails to specify the medical standard upon which it relies. The report is based on faulty or incorrect information

46. Further, Dr. Kopacz failed to consider all the claimant's illnesses. The doctor failed to consider all the claimant's illnesses in combination. The report is conclusory and results driven, as demonstrated by the fact that the report cherry-picks the information by overemphasizing information that supports the insurer's position and de-emphasizing information that supports disability and the report does not consider the standard of disability specified in the policy.

47. On or about January 15, 2016, Defendant's paid consultant, Vicki Kalen, M.D., orthopedic surgery, performed a peer review of Plaintiff's claim file.

48. Defendant, with a pre-determined agenda to find Plaintiff not disabled, relies on a biased report from Dr. Kalen. Defendant in bad faith, relies on a non-treating physician, who has not conducted a physical examination of Plaintiff, over Plaintiff's treating physician who has examined Plaintiff over a long and frequent period of time, and with more knowledge of Plaintiff's condition.

49. Defendant has failed to consider Plaintiff's credible complaints of pain and fatigue which limit Plaintiff's ability to function.

50. Defendant has selectively reviewed Plaintiff's medical records and has cherry-picked only the excerpts from the medical records that support its pre-determined conclusion that Plaintiff is not disabled.

51. Defendant has failed to consider the side effects of Plaintiff's medication.

52. Defendant's consultants completed their reports without examining Plaintiff.

53. At all relevant times, Defendant has been operating under an inherent and structural conflict of interest as Defendant is liable for benefit payments due to Plaintiff and each payment depletes Defendant's assets.

54. Defendant's determination was influenced by its conflict of interest.

55. Defendant has failed to take active steps to reduce potential bias and to promote accuracy of its benefits determinations.

56. The LTD plan gave Defendant the right to have Plaintiff submit to a physical examination at the appeal level.

57. A physical examination, with a full file review, provides an evaluator with more information than a medical file review alone.

58. More information promotes accurate claims assessment,

59. Despite having the right to a physical examination, Defendant did not ask Plaintiff to submit to one.

60. Defendant's conduct as a whole has failed to furnish a full and fair review of Plaintiff's claim.

## **VI. FIRST CAUSE OF ACTION:**

### **Breach of Contract**

61. Plaintiff repeats and re-alleges Paragraphs 1 through 60 of this Petition as if set forth herein.

62. Plaintiff paid all premiums due and fulfilled all other conditions of the Plan.

63. Under the terms of the Plan, Defendant is obligated to pay Plaintiff benefits, in full and without reservations of rights, during the period of time that Plaintiff is suffering totally disabled, as those words are defined in the Plan.

64. In breach of its obligations under the aforementioned Plan, Defendant has failed to pay Plaintiff benefits in full and without any reservations of rights during the period of time that Plaintiff is suffering "totally disabled," as those words are defined in the Plan.

65. Defendant stopped paying benefits to Plaintiff under the Plan, despite the fact that Plaintiff was totally disabled, in that she cannot perform the material duties of her own occupation, and she cannot perform the material duties of any other occupation which her medical condition, education, training, or experience would reasonably allow.

66. Defendant breached the Plan when it stopped paying benefits to Plaintiff, despite the fact that Plaintiff was suffering total disability, as that phrase is defined in

the Plan. Defendant has violated its contractual obligation to furnish disability benefits to Plaintiff.

67. Plaintiff has complied with all Policy provisions and conditions precedent to qualify for benefits prior to filing suit.

68. As a result of Defendant's breach, Plaintiff suffered financial hardship.

69. By reason of the foregoing, Defendant is liable to Plaintiff for damages.

## **VII. SECOND CAUSE OF ACTION:**

### **Violations of Texas Insurance Code & DTPA**

70. Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1 through 69 of this Petition as if fully set forth herein.

71. Due to the aforementioned acts and omissions, Defendant has violated the Texas Deceptive Trade Practices Act sections and articles in the following ways:

- (a) Insurance Code Article § 541.051 by misrepresenting the terms or benefits and advantages of The Policy;
- (b) Insurance Code Article § 541.052 by placing before the public materials containing untrue, deceptive, or misleading assertions, representations, or statements regarding The Policy;
- (c) Insurance Code Article § 541.060 by engaging in unfair settlement practices by (1) misrepresenting to Plaintiff a material fact or policy provision relating to the coverage at issue; (2) failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which Defendant's liability has become reasonably clear; (3) failing to promptly provide to Plaintiff a

reasonable explanation of the basis in The Policy, in relation to the facts or applicable law, for Defendant's denial of Plaintiff's claim; (4) failing within a reasonable time to affirm or deny coverage of Plaintiff's claim; and (5) refusing to pay a claim without conducting a reasonable investigation with respect to the claim.

- (d) Insurance Code Article § 541.061 by misrepresenting The Policy by (1) making an untrue statement of material fact; (2) failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made; (3) making a statement in such a manner as to mislead a reasonably prudent person to a false conclusion of a material fact; (4) making a material misstatement of law; and (5) failing to disclose other matters required by law to be disclosed.
- (e) Business and Commerce Code § 17.46(b)(5) by representing that services had characteristics, uses and benefits that they did not have;
- (f) Business and Commerce Code § 17.46(b)(12) by representing that an agreement conferred or involved rights, remedies or obligations which it did not have or involve; and
- (g) Business and Commerce Code § 17.46(b)(24) by failing to disclose information concerning services which was known at the time of the transaction where the failure to disclose such information was

intended to induce Plaintiff into a transaction into which Plaintiff would not have entered had the information been disclosed

- (h) Plaintiff is totally disabled, in that she cannot perform the material duties of her own occupation, and she cannot perform the material duties of any other occupation which her medical condition, education, training, or experience would reasonably allow;
- (i) Defendant failed to afford proper weight to the evidence in the administrative record showing that Plaintiff is totally disabled;
- (j) Defendant's interpretation of the definition of disability contained in the policy is contrary to the plain language of the policy, as it is unreasonable, arbitrary, and capricious;
- (k) Defendant failed to furnish Plaintiff a Full and Fair Review;
- (l) Defendant failed to specify information necessary to perfect Plaintiff's appeal;
- (m) Defendant has denied Plaintiff based on a selective and incomplete review of the records;
- (n) Defendant failed to credit Plaintiff's treating doctor's opinion;
- (o) Defendant has wrongfully terminated Plaintiff's LTD benefits without evidence of improvement;
- (p) Defendant's request for objective evidence was improper;
- (q) Defendant failed to credit Plaintiff's credible complaints of pain and fatigue;
- (r) Defendant failed to consider the side effects of Plaintiff's

medications;

- (s) Defendant has wrongfully relied on Dr. Helsey's opinions as substantial evidence;
- (t) Defendant has wrongfully relied on a reviewing doctor's opinion who failed to consider Plaintiff's occupation and/or vocational abilities;
- (u) Defendant failed to give Plaintiff an opportunity to respond to new evidence;
- (v) Defendant's objective is to terminate Plaintiff's claim which is contrary to its duty as a fiduciary to act in good faith;
- (w) Defendant has violated its contractual obligation to furnish disability benefits to Plaintiff; and
- (x) Defendant failed to adopt and implement reasonable standards for prompt investigation of claims arising under its policies.

72. Defendant knowingly committed the foregoing acts, with actual knowledge of the falsity, unfairness, or deception of the foregoing acts and practices, in violation of Texas Insurance Code section 541.002 (1) (formerly Art. 21.21 §2(c)).

### **VIII. THIRD CAUSE OF ACTION:**

#### **Breach of Covenant of Good Faith and Fair Dealing**

73. Plaintiff repeats and realleges paragraphs 1 through 72 of this Petition as if set forth herein.

74. By selling the insurance policy to Plaintiff and by collecting substantial



premiums therefore, Defendant assumed a duty of good faith and fair dealing toward Plaintiff.

75. The Plan contains an implied promise that it would deal fairly and in good faith with Plaintiff and would do nothing to injure, frustrate, or interfere with Plaintiff's rights to receive benefits under the Plan.

76. Defendant breached its duty of good faith and fair dealing toward Plaintiff in one or more of the following ways:

- (a) By failing to pay benefits to Plaintiff when Defendant knew or reasonably should have known that Plaintiff was entitled to such benefits;
- (b) By interpreting ambiguous Plan provisions against Plaintiff and in favor of its own financial interests;
- (c) By interpreting the factual circumstances of Plaintiff's disability condition against Plaintiff and in favor of its own financial interests;
- (d) By failing to afford proper weight to the evidence in the administrative record showing that Plaintiff is totally disabled, including several determinations from Plaintiff's treating physician, Dr. Taba;
- (e) By misrepresenting Plan coverage, conditions, exclusions, and other provisions;
- (f) By interpreting the definition of disability contained in the Plan contrary to the plain language of the Policy and in an unreasonable, arbitrary, and capricious manner;

- (g) By failing to provide a reasonable explanation of the basis for the denial of disability benefits to Plaintiff; and
- (h) By compelling Plaintiff to initiate this action to obtain the benefits to which Plaintiff was entitled under the Plan.

77. By reason of Defendant's wrongful acts in breach of the covenant of good faith and fair dealing, Plaintiff suffered financial hardship, substantial emotional duress, mental anguish, and pain and suffering which exacerbated her depression and anxiety.

78. The actions of Defendant amount to egregious tortuous conduct directed at Plaintiff, a consumer of insurance.

79. Defendant's actions directed at Plaintiff are part of a pattern of similar conduct directed at the public generally.

80. Defendant's actions were and are materially misleading and have caused injury to Plaintiff.

81. Defendant carelessly relied on its own flawed review of the records instead of in person medical examinations to decide to discontinue paying benefits.

82. By reason of Defendant's wrongful acts in breach of the covenant of good faith and fair dealing, Defendant is liable to Plaintiff for compensatory damages and, for its egregious tortuous conduct, punitive damages, and attorneys' fees, costs, and disbursements incurred in connection with this action.

#### **IX. FOURTH CAUSE OF ACTION**

##### **Fraud**

83. Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1 through 82 of this Petition as if fully set forth herein.

84. Defendant acted fraudulently as to each representation made to Plaintiff concerning material facts for the reason it would not have acted and which Defendant knew were false or made recklessly without any knowledge of their truth. The representations were made with the intention that they be acted upon by Plaintiff, who relied on those representations, thereby causing injury and damage to Plaintiff.

#### **X. FIFTH CAUSE OF ACTION**

##### **Prompt Payment of Claim**

85. Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1 through 84 of this Petition as if fully set forth herein.

86. Defendant failed to timely request from Plaintiff any additional items, statements or forms that Defendant reasonably believed to be required from Plaintiff, in violation of Texas Insurance Code section 542.055 (a)(2)-(3).

87. Defendant failed to notify Plaintiff in writing of the acceptance or rejection of the claim not later than the fifteenth business day after receipt of all items, statements, and forms required by Defendant in violation of Texas Insurance Code section 542.056(a).

88. Defendant delayed payment of Plaintiff's claim in violation of Texas Insurance Code section 542.058(a).

#### **XI. SIXTH CAUSE OF ACTION**

##### **Statutory Interest**

89. Plaintiff re-alleges and incorporates each allegation contained in Paragraphs 1 through 88 of this Petition as if fully set forth herein.

90. Plaintiff makes a claim for penalties of 18% statutory interest on the

amount of the claim along with reasonable attorneys' fees for violation of Texas Insurance Code Subchapter B pursuant to Texas Insurance Code section 542.060.

## **XII. CAUSATION**

91. The conduct described in this petition was a producing and proximate cause of damages to Plaintiff.

## **XIII. DECLARATORY RELIEF**

92. Pleading further, Plaintiff would show she is entitled to declaratory relief pursuant to Section 37 of the Texas Civil Practices and Remedies Code. Specifically, Plaintiff would show that she is entitled to declaratory relief due to Defendant's breach of its contractual obligation under the terms of The Policy. TEX. CIV. PRACT. & REM. CODE § 37.001.

93. The evidence at trial will show that Plaintiff submitted a timely and properly payable claim for LTD benefits to Defendant. The evidence will show that Defendant denied Plaintiff benefits which it contractually owes, because it claims that Plaintiff's condition does not meet The Policy's definition of "disabled".

94. The conduct of Defendant as described above creates uncertainty and insecurity with respect to Plaintiff's rights, status, and other legal relations with Defendant. Therefore, Plaintiff requests the Court exercise its power afforded under §37.001 et. seq. of the Texas Civil Practice and Remedies Code and declare the specific rights and statuses of the parties herein. Specifically, Plaintiff requests this Court review the facts and attending circumstances and declare that he/she is disabled as that term is both commonly understood and as defined by the insurance contract made the basis of this suit.

**IX. ATTORNEYS FEES**

95. Plaintiff prays that the Court award costs and reasonable and necessary attorney's fees as are equitable and just under §37.009 of the Texas Civil Practices and Remedies Code, §38.001 of the Texas Civil Practices and Remedies Code, and Section 542 of the Texas Insurance Code.

**X. REQUEST FOR DISCLOSURE**

96. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, Plaintiff requests that Defendant disclose, within 50 days of the service of this request, the information or material described in Rule 194.2 of the Texas Rules of Civil Procedure.

**XI. JURY DEMAND**

97. In accordance with Federal Rule of Civil Procedure 38, Plaintiff requests a trial by jury of all issues raised in this civil action that are triable by right (or choice) by a jury.

**XII. KNOWLEDGE**

98. Each of the actions described herein were done "knowingly" as that term is used in the Texas Insurance Code and were a producing cause of Plaintiff's damages.

**XIII. RESULTING LEGAL DAMAGES**

99. Plaintiff is entitled to the actual damages resulting from Defendant's violations of the law. These damages include the consequential damages to his/her economic welfare from the wrongful denial and delay of benefits; the mental anguish and physical suffering resulting from this wrongful denial of benefits; and continued

impact on Plaintiff; lost credit reputation; and the other actual damages permitted by law. In addition, Plaintiff is entitled to exemplary damages.

100. As a result of Defendant's acts and/or omissions, Plaintiff has sustained damages in excess of the minimum jurisdictional limits of this Court.

101. Plaintiff is entitled under law to the recovery of prejudgment interest at the maximum legal rate.

102. Defendant's knowing violations of the Texas Insurance Code and DTPA entitle Plaintiff to the attorneys' fees, treble damages, and other penalties provided by law.

103. Plaintiff is entitled to statutory interest on the amount of his claim at the rate of 18% per year as damages under Texas Insurance Code section 542.060(a).

104. Plaintiff is also entitled to the recovery of attorneys' fees pursuant to Texas Civil Practice & Remedies Code section 38.001, Texas Insurance Code section 542.060(a)(b), Texas Business & Commerce Code section 17.50, and Texas Civil Practice & Remedies Code section 37.009.

#### **XIV. PRAYER**

105. WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully prays that the Court GRANT Plaintiff declaratory and injunctive relief, finding that she is entitled to all past due short term and long term disability benefits and waiver of premiums benefits yet unpaid under the terms of the Plan, and that Defendant be ordered to pay all future short term and long term disability benefits and waiver of premium benefits according to the terms of the Plan until such time as Plaintiff is no longer disabled or reaches the benefit termination age of the Plan.

106. Enter an order awarding Plaintiff all reasonable actual and punitive damages, pre- and post-judgment interest as allowed by law, attorney fees, costs of suit and expenses incurred as a result of Defendant's wrongful denial in providing coverage, and;

107. Enter an award for such other relief as may be just and appropriate.

Dated: August 11, 2016

Respectfully submitted,

MARC WHITEHEAD & ASSOCIATES,  
ATTORNEYS AT LAW L.L.P.

By: /s/ Marc Whitehead  
Marc S. Whitehead  
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5300 Memorial Drive, Suite 725  
Houston, Texas 77007  
Telephone: 713-228-8888  
Facsimile: 713-225-0940  
ATTORNEY-IN-CHARGE  
FOR PLAINTIFF,  
FIROZEH JAHANGUIRI

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To:

STANDARD INSURANCE COMPANY  
BY SERVING REGISTERED AGENT: CT COROPRATION SYSTEM  
1999 BRYAN STREET SUITE 900  
DALLAS, TX 75201-3136

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 160<sup>TH</sup> District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **FIROZEH JAHANGUIRI**

Filed in said Court 11th day of **AUGUST, 2016** against

**STANDARD INSURANCE COMPANY**

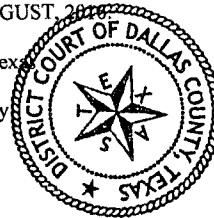
For Suit, said suit being numbered DC-16-09758, the nature of which demand is as follows:  
Suit on **OTHER (CIVIL)** etc. as shown on said petition REQUEST FOR DISCLOSURE, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.

Given under my hand and the Seal of said Court at office this 25th day of AUGUST, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By  (Deputy)  
ARIEANA BAHENA



MAIL ATTY

CITATION

DC-16-09758

**FIROZEH JAHANGUIRI  
VS  
STANDARD INSURANCE COMPANY**

ISSUED THIS  
25th day of **AUGUST, 2016**

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: ARIEANA BAHENA, Deputy

**Attorney for Plaintiff  
MARC WHITEHEAD & ASSOCIATES  
ATTORNEYS AT LAW L.L.P  
MARC WHITEHEAD  
5300 MEMORIAL DRIVE SUITE 725  
HOUSTON, TX 77007  
713-228-8888**

DALLAS COUNTY CONSTABLE  




**OFFICER'S RETURN**

Case No. : DC-16-09758

Court No.160th District Court

Style: FIROZEH JAHANGURI

VS

STANDARD INSURANCE COMPANY

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_,  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

Marissa Pittman

**MARC WHITEHEAD & ASSOCIATES, L.L.P.**  
**ATTORNEYS AT LAW**

*A National Disability Claims Law Firm*

Marc Whitehead, Esq.  
*Board Certified*  
*Personal Injury Trial Law*  
*Texas Board of Legal Specialization*

**5300 Memorial Drive, Suite 725**  
**Houston, Texas 77007**

Telephone: (713) 228-8888  
Facsimile (713) 225-0940  
Toll Free: (800) 562-9830  
[www.disabilitydenials.com](http://www.disabilitydenials.com)

*Board Certified*  
*Social Security Disability Law*  
*National Board of Social Security*  
*Disability Advocacy*

*Accredited Veterans' Claims Attorney*

Anthony Vessel, Esq.  
*Associate Attorney, Mediator*

Britney McDonald, Esq.  
*Associate Attorney, Mediator*

Shane Kadlec, Esq.  
*Of Counsel*  
*Board Certified*  
*Personal Injury Trial Law*  
*Texas Board of Legal Specialization*

August 24, 2016

Dallas County District Clerk

Re: DC-16-09758; Jahanguiri vs. Standard Insurance Company; In the Judicial District Court; In  
Dallas County, Texas

Madam:

Attached is the \$19.00 fee associated with copying the Original Petition. Please forward the  
citations upon completion.

Thank you,



Melanie Donaldson

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To:

**STANDARD INSURANCE COMPANY  
BY SERVING REGISTERED AGENT: CT COROPRATION SYSTEM  
1999 BRYAN STREET SUITE 900  
DALLAS, TX 75201-3136**

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 160<sup>TH</sup> District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **FIROZEH JAHANGUIRI**

Filed in said Court **11th day of AUGUST, 2016** against

**STANDARD INSURANCE COMPANY**

For Suit, said suit being numbered **DC-16-09758**, the nature of which demand is as follows:  
Suit on **OTHER (CIVIL)** etc. as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 25th day of **AUGUST, 2016**.

ATTEST: **FELICIA PITRE**, Clerk of the District Courts of Dallas, County, Texas

By *Arieana Bahena*, Deputy  
**ARIEANA BAHENA**



DELIVERED THIS 2 DAY OF SEP  
AT 2:35 AM/PM  
BY *Arieana Bahena*  
PROFESSIONAL CIVIL PROCESS  
INITIALS: *AB* LIC# 12155

MAIL ATTY

CITATION

DC-16-09758

FIROZEH JAHANGUIRI  
VS  
STANDARD INSURANCE COMPANY

ISSUED THIS  
25th day of AUGUST, 2016

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: ARIEANA BAHENA, Deputy

Attorney for Plaintiff  
MARC WHITEHEAD & ASSOCIATES  
ATTORNEYS AT LAW L.L.P  
MARC WHITEHEAD  
5300 MEMORIAL DRIVE SUITE 725  
HOUSTON, TX 77007  
713-228-8888

**OFFICER'S RETURN**

Case No. : DC-16-09758

Court No.160th District Court

Style: FIROZEH JAHANGURI

VS

STANDARD INSURANCE COMPANY

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock\_\_\_\_.M. Executed at \_\_\_\_\_  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_.M. on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by delivering to the within named

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

160th District Court of DALLAS County, Texas  
600 COMMERCE STREET, ROOM 640 DALLAS TX 75202

CASE #: DC-16-09758

FIROZEH JAHANGUIRI

Plaintiff

vs

STANDARD INSURANCE COMPANY

Defendant

AFFIDAVIT OF SERVICE

I, PAIGE BRADDOCK, make statement to the fact;  
That I am a competent person more than 18 years of age or older and not a party to  
this action, nor interested in outcome of the suit. That I received the documents stated  
below on 09/02/16 1:59 pm, instructing for same to be delivered upon Standard Insurance  
Company By Delivering To It's Registered Agent CT Corporation System.

That I delivered to : Standard Insurance Company By Delivering To It's Registered  
Agent CT Corporation System. By Delivering to Laura Perez, Corp  
Op Spec.

the following : CITATION; PLAINTIFF'S ORIGINAL PETITION REQUEST FOR  
DISCLOSURE AND JURY DEMAND

at this address : 1999 Bryan Street, Suite 900  
Dallas, Dallas County, TX 75201

Manner of Delivery : by PERSONALLY delivering the document(s) to the person  
above.

Delivered on : SEP 2, 2016 2:57 pm

My name is PAIGE BRADDOCK, my date of birth is JUL 13th, 1990, and my address is  
Professional Civil Process Dallas, Inc., 2300 Valley View Ln, Ste 612, Irving TX  
75062, and U.S.A. I declare under penalty of perjury that the foregoing is true and  
correct.

Executed in Dallas County, State of Texas, on the 2 day of

Sep., 2016.

PAIGE BRADDOCK  
2274

Declarant

Texas Certification#: SCH-12155 Exp. 07/31/19

Private Process Server

Professional Civil Process Of Texas, Inc  
103 Vista View Trail Spicewood TX 78669  
(512) 477-3500

PCP Inv#: D16900035  
SO Inv#: A16900175



tomcat

AX02A16900175

+ Service Fee: 70.00  
Witness Fee: .00  
Mileage Fee: .00

Whitehead, Marc

E-FILE RETURN

6

**FORM NO. 353-3 - CITATION  
THE STATE OF TEXAS**

To:

STANDARD INSURANCE COMPANY  
BY SERVING REGISTERED AGENT: CT COROPRATION SYSTEM  
1999 BRYAN STREET SUITE 900  
DALLAS, TX 75201-3136

**GREETINGS:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10 o'clock a.m. of the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Your answer should be addressed to the clerk of the 160<sup>TH</sup> District Court at 600 Commerce Street, Ste. 101, Dallas, Texas 75202.

Said Plaintiff being **FIROZEH JAHANGUIRI**

Filed in said Court **11th day of AUGUST, 2016** against

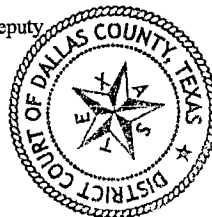
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Suit on **OTHER (CIVIL)** etc. as shown on said petition **REQUEST FOR DISCLOSURE**, a copy of which accompanies this citation. If this citation is not served, it shall be returned unexecuted.

WITNESS: FELICIA PITRE, Clerk of the District Courts of Dallas, County Texas.  
Given under my hand and the Seal of said Court at office this 25th day of AUGUST, 2016.

ATTEST: FELICIA PITRE, Clerk of the District Courts of Dallas, County, Texas

By Ariana Bahena Deputy  
ARIEANA BAHENA



AUG 29 2016

MAIL ATTY

CITATION

DC-16-09758

**FIROZEH JAHANGUIRI  
VS  
STANDARD INSURANCE COMPANY**

ISSUED THIS  
25th day of AUGUST, 2016

FELICIA PITRE  
Clerk District Courts,  
Dallas County, Texas

By: ARIEANA BAHENA, Deputy

Attorney for Plaintiff  
MARC WHITEHEAD & ASSOCIATES  
ATTORNEYS AT LAW L.L.P.  
MARC WHITEHEAD  
5300 MEMORIAL DRIVE SUITE 725  
HOUSTON, TX 77007  
713-228-8888

DALLAS COUNTY CONSTABLE

FEES  
PAID

FEES NOT  
PAID

**OFFICER'S RETURN**

Case No. : DC-16-09758

Court No.160th District Court

Style: FIROZEH JAHANGURI

VS

STANDARD INSURANCE COMPANY

Came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Executed at \_\_\_\_\_  
within the County of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by delivering to the within named \_\_\_\_\_

each, in person, a true copy of this Citation together with the accompanying copy of this pleading, having first endorsed on same date of delivery. The distance actually traveled by  
me in serving such process was \_\_\_\_\_ miles and my fees are as follows: To certify which witness my hand.

For serving Citation	\$ _____	_____
For mileage	\$ _____	of _____ County, _____
For Notary	\$ _____	By _____ Deputy

(Must be verified if served outside the State of Texas.)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County \_\_\_\_\_

No. DC-16-09758

FIROZEH JAHANGUIRI,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
STANDARD INSURANCE COMPANY,	§	
	§	
Defendant.	§	160 <sup>TH</sup> JUDICIAL DISTRICT

**DEFENDANT'S ORIGINAL ANSWER**

Defendant Standard Insurance Company ("Standard") files its original answer, and states:

1. **General Denial.** Subject to such admissions and stipulations as may be made at or before time of trial, Standard denies generally and specially the material allegations in Plaintiff's Original Petition, pursuant to TEX. R. CIV. P. 92, and demands strict proof thereof in accordance with the requirements of the laws of this state.

2. **Relief Requested.** Standard requests the following relief:

- (a) That Plaintiff take nothing by reason of her suit;
- (b) That Standard be dismissed with its costs; and
- (c) That Standard have such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.



Dated: September 22, 2016

Respectfully submitted,

By: s/ Ryan K. McComber

Ryan K. McComber  
State Bar No. 24041428  
[ryan.mccomber@figdav.com](mailto:ryan.mccomber@figdav.com)  
Roshanak Khosravighasemabadi  
State Bar No. 24048587  
[rosh.khosravi@figdav.com](mailto:rosh.khosravi@figdav.com)

**FIGARI + DAVENPORT, LLP**  
901 Main Street, Suite 3400  
Dallas, Texas 75202  
Telephone: (214) 939-2000  
Facsimile: (214) 939-2090

ATTORNEYS FOR DEFENDANT  
STANDARD INSURANCE COMPANY

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing instrument has been served on the following counsel of record via electronic filing on September 22, 2016:

Marc Whitehead  
[marc@marcwhitehead.com](mailto:marc@marcwhitehead.com)  
Marc Whitehead & Associates, Attorneys  
at Law, L.L.P.  
5300 Memorial Drive, Suite 725  
Houston, Texas 77007

Via E-File: [Efile.TXCourts.gov](http://Efile.TXCourts.gov)

s/ Ryan K. McComber  
Ryan K. McComber